

12-23-1998



*Corrective  
Assignment  
12-14-98*

100865882  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☒ Corrective Document  
Reel #  Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☒ Other \*\* SEE ATTACHED

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name  Execution Date  
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☐ Corporation ☐ Association
- ☐ Other

- ☒ Citizenship/State of Incorporation/Organization

12/14/1998 SSMITH 00000053 1372486

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1784 FRAME: 0832

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Mr. John Fiedorowicz

Address (line 1) Twitchell Corporation

Address (line 2) 4031 Ross Clark Circle, NW

Address (line 3) P.O. Box 8156

Address (line 4) Dothan, Alabama 36304

**Correspondent Name and Address**

Area Code and Telephone Number 212-735-8809

Name Barbara DiMartino, Paralegal

Address (line 1) Morrison Cohen Singer & Weinstein, LLP

Address (line 2) 750 Lexington Avenue - 8th Floor

Address (line 3) New York, New York 10022

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 5

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/421004

1,372,486 1,373,879

1,329,669

404,925

**Number of Properties**

Enter the total number of properties involved.

# 5

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☒

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Barbara DiMartino

Name of Person Signing

Barbara DiMartino

Signature

12/11/98

Date Signed

**RECORDATION FORM COVER SHEET**

**ATTACHMENT**

**CONVEYANCE TYPE**

(Execution Date: 6/16/98)

Other: Corrected Assignment cover sheet to correct the conveying  
and receiving parties recorded on Reel 1758, Frame 0760.

07-27-1998

3 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings DDD

To the Honorable Commissioner of Pat.

100777620

had original documents or copy thereof.

1. Name of conveying party(ies):

Twitchell Corporation  
4031 Ross Clark Circle, NW  
P. O. Box 8156  
Dothan, AL 36304

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State Delaware  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: June 16, 1998

2. Name and address of receiving party(ies)

Name: Antares Leverage Capital Co.

Internal Address: Suite 2725

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership Delaware  
☐ Corporation State  
☐ Other

If assignee is not domiciled in the United States, a domestic designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Exhibit A

Additional numbers attached? ☐ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth Burns, Paralegal

Internal Address: Latham & Watkins

Street Address: Sears Tower, Suite 5800

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/24/1998 TSHABAZZ 00000039 1372486

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 EC:482 100.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Burns  
Name of Person Signing

Elizabeth Burns  
Signature

6/25/98  
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1784 FRAME: 0835

## EXHIBIT A

<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
KANECRAFT	Registered	1,372,486	11/26/85
TEXTILENE	Registered	1,329,669	4/9/85
TEXTILENE DESIGN	Registered	404,925	12/28/43
TEXTILENE SUNSURE	Registered	1,373,879	12/3/85
TYCO-TUFF	Pending	75/421,004	Filed 1/27/98

# TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, dated as of June 16, 1998 by Ludlow Corporation, a Massachusetts corporation ("***Seller***") in favor of Twitchell Corporation (f/k/a Twitchell Acquisition Corporation), a Delaware corporation (the "***Purchaser***").

Seller and Purchaser are parties to an Asset Purchase Agreement, dated as of May 6, 1998 (the "***Asset Purchase Agreement***"), by and among Seller, Tyco International (US) Inc., a Massachusetts corporation, and Purchaser. Pursuant to Article 1.1 of the Asset Purchase Agreement, Seller is selling to the Purchaser, among other assets, all United States and foreign patents, patent applications, licenses, trademarks (whether registered or unregistered), servicemarks, tradenames (including, without limitation, the names "Twitchell," "Wiborg" and all variations thereof), brand names, logos, copyrights and any applications therefor, and any other proprietary rights, including, without limitation, know-how, inventions, discoveries and improvements, shop rights, processes, methods and formulae, trade secrets, product drawings, specifications, designs and other technical information owned or held by or licensed to Seller or in which Seller has rights, and used in connection with the ownership and operation of the Business, together with all goodwill associated with the foregoing, including without limitation, the items set forth in Schedule 1.1(a) to the Asset Purchase Agreement, a copy of which is attached hereto as Exhibit A (collectively, the "***Intellectual Property***").

In consideration of the premises and mutual covenants and agreements set forth in the Asset Purchase Agreement, the undersigned agree as follows:

1. Seller hereby sells, transfers, conveys, assigns, releases sets over and delivers to Purchaser, to and for the benefit of Purchaser and its successors and assigns, effective as of the date of this Assignment, all of Seller's right, title and interest in and to the trademarks and servicemarks listed in Exhibit A attached hereto and all other trademarks, tradenames and servicemarks used prior thereto primarily in connection with the Business, together with the goodwill associated therewith and any registrations thereof and applications to register (such registrations and applications also being listed on Exhibit A) and all rights attendant thereto (collectively, the "***Trademarks***"), to have and to hold the same with the Purchaser, its successors and assigns, from and after the date hereof, forever. Such rights shall include the right to sue for past infringements, except to the extent that those claims for infringement have been settled prior to the effective date of this Assignment.

2. At the further request of Purchaser, Seller shall cooperate with and execute all further documentation prepared by Purchaser for recording or otherwise formally perfecting the transfer of right, title and interest to Purchaser or to Purchaser's designee in aforementioned rights.

Purchaser may record such documents at its own expense to the extent that such recording is deemed desirable by Purchaser.

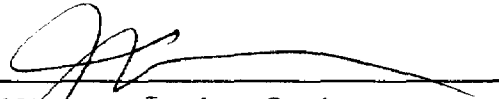
3. This Assignment shall be governed in all respects, including validity, interpretations and effect, by the laws of the State of Massachusetts.

4. This Assignment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Agreement to be executed by its duly authorized representative, effective as of the date first written above.

**LUDLOW CORPORATION**

By:   
Name: Irving Gutin  
Title: Vice President

**TWITCHELL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

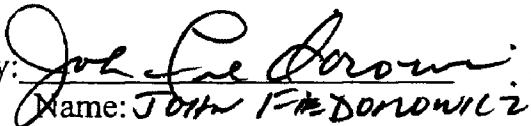


IN WITNESS WHEREOF, Seller and the Purchaser have each caused this Assignment to be executed by its duly authorized representative, effective as of the date first written above.

**LUDLOW CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TWITCHELL CORPORATION**

By:   
Name: JOHN F. McDONNELL  
Title: SECRETARY